



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

RETURN AMENDMENT NO LATER THAN AUGUST 1, 2017 TO:
DIANA FREDRICK, CPPB
Diana.fredrick@doc.mo.gov
(573) 526-0591 - (573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
07/13/17	Kelly Wilkinson, Controller NETCo, Inc. 1093 Ridge Rd. Windsor, ME 04363	Amendment 002 Y15708348	NETCo, Inc. Various Locations

CONTRACT # Y15708348 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.1.2 and 3.1.3 on page 6, the Missouri Department of Corrections desires to exercise its option to renew the above-referenced contract at the following prices for the period of September 3, 2017 through September 2, 2018.

- EP0008502 - Printer, Thermal, 13, ES4 & ES3 - \$280.66 (decrease)
- M1000025 - Dryer, Regenerative, (New), ES3, ES4, IT3, IT3E - \$1,570.00 (decrease)
- MP004214 - Pump, Diaphragm, with Bracket, Pre-wired, 200cc@6-7 VDC and 100cc@4-5 VDC, 13, 13E - \$503.00 (decrease)
- MP006007 - Flow Meter, 30-240 cc/min, Rear Panel, IT3 - \$192.98 (increase)
- MP008064 - Tubing, Sample & Detector Flow (Low Temp) (Thicker Wall) - \$2.92 (decrease)

In addition, the contract shall be amended to remove the following item numbers that are now obsolete:

- MP055211 - Rubber Pad, Screen, Nozzle, Handwand, Sampler, IT3, IT3E
- MA001069 - Itemiser 3 Maintenance Log Book
- E0002104 - Buzzer, Fru Ass'y, 12 Volt DC, 95db, 13
- EP002525 - 15A, 32V Fuse, 3AG for DC Output, Time Delay, IT3, IT3E

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

If in agreement, the contractor shall complete, sign and return this document as acceptance on or before the date indicated above

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: NETCo Inc
 Mailing Address: 1093 Ridge Rd
 City, State Zip: Windsor, ME 04363
 Telephone: 207.443-2228 E-Mail Address: Rn@netcoinc.net
 Authorized Signer's Printed Name and Title: Kelly Wilkinson Controller
 Authorized Signature: Kelly Wilkinson Date: 8/13/17

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: in its entirety.

Joan Reinkemeyer
 Joan Reinkemeyer, Director, Division of Offender Rehabilitative Services Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Diana Fredrick, CPPB
Diana.fredrick@doc.mo.gov
Ph: (573) 526-0591 - Fax: (573) 522-1562
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
04/18/2016	Attn: Kelly Wilkinson, Controller NETCo, Inc. 1093 Ridge Rd. Windsor, ME 04363	Amendment 001 Y15708348	NETCo, Inc. Division of Rehabilitative Services Various Locations

CONTRACT # Y15708348 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.1.2 and 3.1.3 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract at the following prices for the following item numbers for the period of September 3, 2016 through September 2, 2017.

The prices for the new contract period are as follows:

- Item Number EP008502 – Printer, Thermal, I3, ES4 & ES3 – \$260.66;
- Item Number M1000025 – Dryer, Regenerative, (New), ES3, ES4, IT3, IT3E - \$1,570.00;
- Item Number MP004214 – Pump, Diaphragm, with Bracket, Pre-wired, 200cc@6-7 VDC and 100cc @4-5 VDC, I3, I3e - \$503.00;
- Item Number MP006007 – Flow Meter, 30-240 cc/min., Rear Panel, IT3 - \$192.98;
- Item Number MP008064 – Tubing, Sample & Detector Flow (Low Temp)(Thicker Wall)**sold per foot** - \$2.92

All other terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.

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This amendment is accepted by the Missouri Department of Corrections as follows: **In its entirety.**


Matt Sturm, Director, Division of Rehabilitative

4-20-16
Date

SINGLE FEASIBLE SOURCE



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
Fax: (573) 522-1562
diana.fredrick@doc.mo.gov**

SFS Y15708348

NETCo, Inc.

FOR

**Department of Corrections
Division of Offender Rehabilitative Services
Various Institutions**

**Contract Period:
September 1, 2015 through August 31, 2016**

Date of Issue: August 25, 2015

Page 1 of 20

Document must be delivered to the Missouri Department of Corrections, Purchasing Section by E-Mail, Fax, or Mail/Courier (P.O. Box 236, Jefferson City, Missouri 65102 or 2729 Plaza Drive, Jefferson City, MO 65109).

The company identified in the spaces below hereby declares understanding

Company Name: NETCO INC
Mailing Address: 1093 Ridge Rd
City, State, Zip: Windsor ME 04363
Telephone: 207-445-2228 Fax: 207-445-2056
Federal EIN #: 01-0537601 State Vendor #: _____
Email: kw@netcoinc.net

Authorized Signer's Printed Name and Title: Kelly Wilkinson, Controller

Authorized Signature: Kelly Wilkinson Bid Date: 8-24-15

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: In its entirety.

Contract No. SFS Y15708348

Matt Sturm, Director, Division of Offender Rehabilitative Services

9-3-15
Date

The original cover page, including amendments, should be signed and returned with the contract.

1. INTRODUCTION AND GENERAL INFORMATION

This section of the SFS includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the Department of Corrections (hereinafter referred to as the "Department") desires to establish a contract with NETCo, Inc. for the ongoing maintenance, repair services, labor, parts, and supplies for the ongoing performance of Morpho desktop narcotic detectors at facilities within the Department throughout the State of Missouri.
- 1.1.2 All requirements, provisions and pricing referenced herein as well as the attached Department's requirements, terms and conditions shall apply and govern all provisions provided under the contract.
- 1.1.3 Please complete this document as instructed herein. Your signature is required to confirm your offer to contract for the products and/or services described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the Department, a binding contract shall exist between NETCo, Inc. and the Department.
- 1.1.4 The Department reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the Department prior to finalizing a contract.
- 1.1.5 Time is of the essence regarding submittal of information relating to this request. Your response to this document is required by August 31, 2015. If you have any questions, you may contact the Buyer of Record at 573-526-0591 or at Diana.fredrick@doc.mo.gov.

1.2 Organization:

- 1.2.1 This document referred to as Single Feasible Source (SFS) Y15708348, is divided into the following parts:
 - Introduction & General Information
 - Performance Requirements
 - General Contractual Requirements
 - Submission & Award Information
 - Exhibit A - Pricing Pages
 - Exhibit B - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
 - Exhibit C - Miscellaneous Information
 - Terms & Conditions

END OF SECTION 1: INTRODUCTION AND GENERAL INFORMATION

2. PERFORMANCE REQUIREMENTS

This section of the SFS includes requirements and provisions relating specifically to the performance requirements required by the Department. The contents of this section include mandatory requirements that will be required of the contractor. Response to this section by the contractor is requested in the Exhibit section of this SFS. The contractor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor upon acceptance by the Department.

2.1 General Requirements:

2.1.1 This document establishes a contract for the ongoing maintenance, repair services, labor, parts, and supplies for the ongoing performance of Morpho desktop narcotic detectors at facilities within the Department throughout the State of Missouri. The maintenance, repair services, labor, parts, and supplies shall be provided in accordance with the requirements and provisions stated herein and in accordance with section 34.044 RSMo for single feasible source procurement.

2.2 Scope of Work:

2.2.1 The contractor shall provide and deliver all parts and supplies as ordered by the institutions.

2.2.2 The Morpho desktop narcotic detectors needing repair beyond the scope of expertise of the Department, will be shipped to NETCo, Inc. and include a prepaid label for the return of the equipment when repairs are complete.

2.2.3 The contractor shall provide all personnel, parts and other items necessary to inspect and repair Morpho desktop narcotic detectors on an as needed basis at the contractor's site.

a. Hours worked shall be rounded to the nearest quarter hour and invoiced accordingly.

2.2.4 Replacement Parts and Supplies - The contractor shall provide all parts and supplies. Parts used by the contractor in performance of this contract shall be new and conform to the original equipment manufacturer's specifications. No rebuilt parts may be used without prior approval of the institution. Any applicable warranty periods or prorated guarantees shall be upheld by the contractor for all replacement parts.

2.2.5 Before performing work, the contractor shall provide the Department designated representative a written estimate to include a list of parts required for the job and the cost of those parts, and cost of labor.

2.3 Serviceable Equipment:

2.3.1 Only equipment in serviceable condition is to be covered under this contract.

a. Equipment is considered serviceable only if it can be repaired at a lower cost than it can be replaced.

2.4 Warranty:

2.4.1 The contractor must be responsible for a minimum period of ninety (90) days from and after the date of final acceptance by the Department of the work covered by this contract, for any repairs or replacements caused by defective parts and/or workmanship which, in the judgment of the Department, shall become necessary during such period. The contractor shall undertake with due diligence to make the aforesaid repairs or replacements after receiving written notice that such repairs or replacements are necessary and within ten (10) business days after receiving the equipment at the contractor's site.

2.5 Delivery:

2.5.1 Delivery of any parts or supplies shall be FOB Destination Freight Prepaid and Allowed. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, regular ground/freight charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, etc.

a. The contractor must contact the receiving institution a minimum of one (1) business day prior to delivery to ensure that personnel will be available at time of delivery.

1) The institution may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.

2) Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at: <http://content.oe.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.

3) Delivery shall be made to the address specified by the institution.

2.5.2 The contractor must warrant to the Department that parts furnished under this contract will be of first line quality and new condition.

2.6 Invoicing and Payment Terms:

2.6.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

a. The contractor understands and agrees that the Department reserves the right to make contract payments through electronic funds transfer (EFT).

b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.6.2 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items.

2.6.3 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.

2.6.4 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Accounts Payable
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

- 2.6.5 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.
- a. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. The state purchasing card shall not be charged until the items are received and accepted.
- 2.6.6 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.6.7 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the website address where Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.6.8 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

END OF SECTION 2: PERFORMANCE REQUIREMENTS

3. GENERAL CONTRACTUAL REQUIREMENTS

This section of the SFS includes the general contractual requirements and provisions that shall govern the contract after award. The contents of this section include mandatory provisions that must be adhered to by the Department and the contractor unless changed by a contract amendment. Response to this section by the contractor is not necessary as all provisions are mandatory.

3.1 Contract:

- 3.1.1 Contract - A binding contract shall consist of: (1) the SFS and any amendments thereto, (2) the contractor's response to the SFS, (3) clarification of the response, if any, and (4) the Department's acceptance of the response by "notice of award". All exhibits included in the SFS shall be incorporated into the contract by reference.
- a. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of this document. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.
- 3.1.3 Renewal Periods - The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such a right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal periods. Pricing for the renewal period may adjust according to the current published pricing in the contractor's catalog/price list.
- 3.1.4 Contract Price - The prices shall be as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- a. Prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The Department shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the contract, or as otherwise specifically stated and allowed by the contract.
- 3.1.5 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

- 3.1.6 Independent Contractor - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters
- 3.1.7 Contractor's Employees - The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.
 - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify Federal Work Authorization Program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - (1) Enroll and participate in the E-Verify Federal Work Authorization Program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
 - (2) Provide to the Department the documentation required in **EXHIBIT F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program; **AND**
 - (3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in **EXHIBIT F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
 - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the

responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

a. Pursuant to subsection 1 of section 285.530 RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 RSMo to 285.550 RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo, and;
- 2) shall not henceforth be in such violation, and;
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3.1.9 Replacement of Defective/Damaged Product - The contractor shall be responsible for replacing any item received that is defective or in damaged condition at no cost to the Department. This includes all shipping costs for returning damaged or defective items to the contractor for replacement.

3.1.10 Point of Contact - The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all materials, equipment and services provided.

3.1.11 Hazard Communication Safety Data Sheets and Labeling Requirements- The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

3.1.12 Business Compliance - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. SUBMISSION AND AWARD INFORMATION

4.1 Acceptance of Contract:

- 4.1.1 The contractor should include the cover page, completed exhibits, forms, and other information concerning the contract.
- a. The contract must be signed and returned with all necessary attachments to the Purchasing Section before September 1, 2015. Specifically, any form containing a signature line such as page 1 of the original SFS and any amendments thereafter, **EXHIBIT A**, Pricing Page, etc., shall be manually signed and returned as part of the contract.
- 4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the contract is awarded. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. Additionally, after a contract is executed, the contract(s) is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet at <http://doc.mo.gov/DHS/Contracts.php>.
- 4.1.3 Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non responsive and remove it from consideration for award.
- 4.1.4 Miscellaneous Information – The bidder should complete and submit **Exhibit C**, Miscellaneous Information.

END OF SECTION FOUR: SUBMISSION AND AWARD INFORMATION

EXHIBIT A, Pricing Page

All prices quoted herein shall be firm and fixed for the contract period unless allowed for as indicated in paragraph 3.1.1 c. Unless stated in **EXHIBIT A, Pricing Page** herein, the Department shall assume that absolutely no other fees or charges shall be assessed to the Department whatsoever.

DESCRIPTION	PRICE EACH	ITEM NUMBER
Board, Data Acquisition, W/PC104 Connector, ES3 (I3 software v8.11 and below only)	\$ 3,991.55	CP001009
Board, Main Computer, PCM-680SBC, ES3 & I3	\$ 4,825.75	CP001013
Board, Power, PCB Ass'y, I3	\$ 970.00	E0001043
Transducer, Ass'y, IT3 & ES4	\$ 727.50	E0001045
Board, Ladder, PCB Ass'y, ES3	\$ 309.00	E0001046
Board, H.V. Pulse, Dual Mode, I3	\$ 1,955.47	E0001047
Board, Preamp, PCB Ass'y, Dual, I3	\$ 358.59	E0001049
Fan, Assembly, I3, ES4 EBox	\$ 75.00	E0002103
Buzzer, Fru Ass'y, 12 Volt DC, 95db, I3	\$ 35.40	E0002104
Cable, Floppy Drive, Fru Ass'y, 3.5", I3	\$ 37.54	E0002109
Board, IRDA, PCB Ass'y, I3	\$ 167.56	E0002117
Disk-On-Chip, Programmed, Assembly, I3	\$ 601.40	E0002590
Fuse, 3.15A 5X 20mm, 250 VAC, TYPE T, SLO BLO, ES3, ES4, IT3, IT3E	\$ 2.41	EP002500
15A, 32V Fuse, 3AG for DC Output, Time Delay, IT3, IT3E	\$ 3.31	EP002525
Display, Touchscreen, Assembly, I3-Refurbished due to added cable-original model (Replaces EP005511)	\$ 1,625.00	EP005511-S
Power Supply, AC to DC, 130W, 15 VDC, I3	\$ 417.10	EP007517
Battery, CMOS Backup, 3.6V Lithium for Databrick, ES3 & ES4	\$ 26.65	EP008006
Printer, Thermal, I3, ES4 & ES3	\$ 721.63	EP008502
Cleaning Kit, Itemiser, IT3, IT3E, IT DX	\$ 45.96	K0001015
Door, Vapor Intensifier with Label (Desorber), IT3, IT3E, IT DX	\$ 52.65	K0001289
Detector, Assembly, Itemiser Ensure entry in Radiation Log before Shipment and upon receipt of PO. Include a Source Exemption Statement This package conforms to the conditions and limitations specified in 49 CFR 173.424 for radioactive material, excepted package-instruments or articles. UN2911	\$ 3,540.00	M0001215
Battery, I3 & ES4	\$ 670.00	M0001216
Hand Wand, Sample Trap, I3	\$ 89.00	M0001240
Gold Sample Traps, Contraband (25/pack), IT3	\$ 40.51	M0001249
Nozzle and Ringnut Assy	\$ 158.20	M0001339
Traps, Multi Purpose Sample (25/pack)	\$ 20.00	M0001964-25
Multi Purpose Calibration Traps (25/pack)	\$ 21.00	M0001965-25

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (Continued)

DESCRIPTION	PRICE EACH	ITEM NUMBER
Dryer, Regenerative, (New), ES3, ES4, IT3, IT3E (Replaces M0002039)	\$ 2,000.00	MI000025
Itemiser 3 Maintenance Log Book	\$30.00	MA001069
Filter, Fan 80mm	\$1.86	MP003222
Filter, Sintered, 316 SS, Porous, 10 Micron Porosity, IT3, IT3E	\$ 11.82	MP003223
Filter 5 Micron, 10-32 Female Threads Both Ends, Disposable, ES3, ES4, IT3	\$ 6.83	MP003224
Pump, Diaphragm, with Bracket, Pre-wired, 200cc@6-7 VDC and 100cc@4-5 VDC, I3, I3E	\$961.00	MP004214
Fan Guard, Inner Chassis Mount, ES3 & I3	\$5.25	MP004412
Guard, Fan Filter, FRU, ES3, IT3, IT3E	\$5.68	MP007125
Positive Ion Dopant Ammonium Carbamate Crystal (Shelf life 7.2 years in freezer, 7.5 months at room temp.) ES4, IT3, IT3E	\$287.52	MP035087
Power Cord, 7'-6"	\$30.90	PC019
Dopant, Explosive, Negative Ion, Permication Tube, E-Mode, ES3, ES4, IT3 (Shelf life 15 months at room temp, 8.3 years in freezer)	\$168.99	MP005810
Flow Meter, Inlet Nozzle, 0-1.0 SCFH, FRU, IT3, IT3E	\$ 39.75	MP006002
Flow Meter, 30-240 cc/min., Rear Panel, IT3	\$ 184.30	MP006007
Gas Fitting, Tee, Nylon, Tubing 1/8" Polypropylene	\$ 3.52	MP006624
Gas Fitting, Elbow, Nylon, Tubing 1/8" Polypropylene	\$ 3.52	MP006625
Gas Fitting, Straight, Nylon, Connector 1/8" I.D. Tubing, 400 Series	\$1.02	MP006633
Tubing Silastic	\$ 6.16 per foot	MP008047
Tubing, Sample & Detector Flow (Low Temp)(Thicker Wall)	\$ 4.17 per foot	MP008064
Washer, Rubber, Sample Air Filter, IT3, IT3E	\$0.78	MP009556
O-Ring, Viton, .176" ID, .070" Wall Thickness, IT3, IT3E	\$0.57	MP011008
O-Ring, 13/16"OD, 1/16" Width, 70 Durometer, ES3, ES4, IT3, IT3E	\$2.78	MP011060
Bump-on, Polyurethane Bumper, 3M, .75" Dia x 0.38" H, FRU, IT3, IT3E	\$2.15	MP017022
Nozzle, Detector, FRU, IT3, IT3E	\$170.00	MP019007
Nozzle, Ringnut, Detector, FRU, IT3, IT3E	\$266.00	MP019008
Floppy Drive, Internal, Black 3.5", IT3	\$83.85	MP050000
Sponge, Regenerative Dryer, ES3, ES4, IT3	\$18.20	MP055171
Rubber Pad, Screen, Nozzle, Handwand, Sampler, IT3, IT3E	\$4.43	MP055211
Wooden Probe	\$0.24	MP055226
Gloves, Cotton, 12 pairs per pkg.	\$10.04	MP075000

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (Continued)

DESCRIPTION	PRICE EACH	ITEM NUMBER
Wipes, Multi-Clean SIP100P (100/container) – Shelf life 18 months from DOP **Per D.O.T. product cannot ship by air.**	\$26.70	MP075001
Saturated Swabs CS25 (25/box) – Shelf life 18 months from DOP **Per D.O.T. product cannot ship by air.**	\$ 20.80	MP075002
Canned Air ES1017 – Per D.O.T. product cannot ship by air.	\$14.00	MP075003
Kit, Membrane, Detector, (5/pkg) – Shelf life indefinite, ES3, ES4, IT3, IT3E	\$49.62	PA005007
Paper, Thermal Printer, 80MM x 25M, ES3, ES4, IT3, IT3E	\$3.21	PA005060
Keyboard, PS/2 Interface, Black, Mini, ES3	\$180.00	PA005136
Kit, Spares Parts, IT3, IT3E	\$55.77	PA005141

In-House Labor:

Pricing for In-House Labor shall be \$95.00 per hour.

Contractor's Acceptance of the State Purchasing Card (Visa):

The contractor should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the contractor agrees, the contractor shall be responsible for all service fees, merchant fees, and/or handling fees. Furthermore, the contractor shall agree to provide the items/services at the prices stated herein:

Agreement W Disagreement _____

Terms:

The contractor should state below its discount terms offered for the prompt payment of invoices:

0 % if paid within 30 days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: n/a

By signing below, the contractor hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The contractor further agrees that the language of this SFS shall govern.

Company Name: NETCO Inc

Printed Name: Kelly Wilkinson Email: kww@netcoinc.net

Authorized Signature: Kelly Wilkinson Date: 8/25/15

EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

I am a self-employed individual with no employees; **OR**

The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Contract C211036001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the ITSD-DESE with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT B (continued)

BOX B CURRENT BUSINESS ENTITY STATUS

Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that NETCO INC (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Mark Scribner
Authorized Business Entity
Representative's Name
(Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

NETCO Inc
Business Entity Name

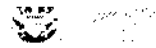
9-2-15
Date

mas@netcoinc.net
E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT B continued on next page



Company ID Number: 875055

Approved by:

Employer NETCo Inc.	
Name (Please Type or Print) Kelly Wilkinson	Title
Signature Electronically Signed	Date 05/04/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/04/2015

Company ID Number: 875055

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	NETCo Inc.
Company Facility Address	1093 Ridge Road Windsor, ME 04363
Company Alternate Address	
County or Parish	SOMERSET
Employer Identification Number	010537606
North American Industry Classification Systems Code	425
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 875055

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MAINE

1 site(s)

Company ID Number: 875055

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kelly m Wilkinson
Phone Number (207) 445 - 2228
Fax Number (207) 445 - 2056
Email Address kw@netcoinc.net

Name Kelly m Wilkinson
Phone Number (207) 445 - 2228
Fax Number (207) 445 - 2056
Email Address kw@netcoinc.net

EXHIBIT B (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mark Scribner (Name of Business Entity Authorized Representative) as President (Position/Title) first being duly sworn on my oath, affirm NETCO INC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that NETCO INC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature]
Authorized Representative's Signature
President
Title

Mark Scribner
Printed Name
9-2-15
Date

mas@netcoinc.net
E-Mail Address

875055
E-Verify Company ID Number

Subscribed and sworn to before me this 2nd of September, 2015. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Kennebec, State of
(NAME OF COUNTY)
Maine, and my commission expires on 5/24/2017.
(NAME OF STATE) (DATE)

[Signature]
Signature of Notary

9-2-15
Date

EXHIBIT B continued on next page

Kelly M. Wilkinson
Notary Public, State of Maine
My Commission Expires 5/24/2017

EXHIBIT B (continued)

BOX C AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University St. Louis; Missouri Southern State University - Joplin; Missouri Western State University St. Joseph; Northwest Missouri State University Maryville; Southeast Missouri State University Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's Name (Please Print)	Business Entity	Authorized Business Entity Representative's Signature
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E-Verify Number	MOU	Company	ID	E-Mail Address
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Business Entity Name	Date
----------------------	------

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer _____

Date _____

EXHIBIT C
Miscellaneous Information

Employee Bidding/Conflict of Interest

<p>Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

Missouri Secretary of State/Authorization to Transact Business

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html)</p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption <u>351.572.2(8)</u> (List section and paragraph number) Stated in section 351.572.1 RSMo, <u>NETCO Inc</u> (State Legal Business Name)</p>

**STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS – SINGLE FEASIBLE SOURCE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery cost associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the Department pursuant to a contract shall be deemed accepted until the Department has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The Department reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.

5. CONFLICT OF INTEREST

- a. Officials and employees of the Department, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Department, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Department's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Department of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the Department.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

9. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
- b. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- c. The identification of a person designated to handle affirmative action;
- d. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- e. The exclusion of discrimination from all collective bargaining agreements; and
- f. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 04/11/2013